

LEGAL NOTICE
NOTICE OF FORECLOSURE SALE OF REAL AND PERSONAL PROPERTY

Reference is made to the Mortgage, Assignment of Leases and Rents and Security Agreement from **REAL T PROPERTIES 2, LLC**, a Delaware Limited Liability Company, 1931 Woodbury Ave., Ste. 216, Portsmouth, NH 03801 (the "Mortgagor"), to **B2R FINANCE, L.P.**, a Delaware limited partnership, dated May 13, 2016, and recorded at Book 3035, Page 7, in the Belknap County Registry of Deeds (the "Mortgage"), which Mortgage was assigned to **B2R REPO SELLER 1, L.P.**, a Delaware limited partnership, by Assignment of Security Interest, recorded at Book 3036, Page 257, in the Belknap County Registry of Deeds, as further assigned to **B2R FINANCE L.P.**, by Assignment of Security Interest, recorded at Book 3080, Page 424, in the Belknap County Registry of Deeds.

By virtue of the power of sale contained in the Mortgage, Mortgagee, pursuant to and in execution of said power of sale, for breach of the conditions of the Mortgage, to satisfy the amounts due thereon, together with all costs, expenses and attorneys' fees incurred by the Mortgagee in connection with the sale, and expressly for the purposes of foreclosing all rights of the Mortgagor with respect to the property sold, the Mortgagee will sell at

PUBLIC AUCTION

On Friday, September 28, 2018, at 1:00 o'clock in the afternoon upon the premises located at/on 101 Messer Street, City of Laconia, Belknap County, State of New Hampshire, such premises as are more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (the "Mortgaged Premises"). This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the Mortgagor therein possessed by the Mortgagor and any and all persons, firms, corporations, or agencies claiming by, from or under the Mortgagor.

NOTICE

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Personal Property Sale: Contemporaneously with the foreclosure sale of the Mortgaged Premises, the Mortgagee, in accordance with RSA 382-A:9-610, will also sell at PUBLIC AUCTION, for conditions broken, some or all of Mortgagor's personal property, located at the Mortgaged Premises, if any (the "Personal Property"), pursuant to the security interest in said Personal Property granted by the Mortgagor to the Mortgagee in the Mortgage, as further described therein.

Liens and Encumbrances: The Mortgaged Premises and the Personal Property will be sold subject to all unpaid taxes and other municipal assessments and liens therefor, and all other liens, easements rights and encumbrances of any and every nature, whether or not of record, which are or may be entitled to precedence over the Mortgage.

No Warranties: The Mortgaged Premises and the Personal Property will be sold by the Mortgagee and accepted by the successful bidder "AS IS", "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises and the Personal Property will be made by the Mortgagee and accepted by the successful bidder without any other express or implied warranties whatsoever, including without limitation, any WARRANTY OF MERCHANTABILITY, any WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, any representations or warranties as to the accuracy of any statement contained in the aforesaid description of the Mortgaged Premises or the Personal Property or with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials, and physical condition. All risk or damage to the Mortgaged Premises and the Personal Property shall be assumed and borne by the successful bidder immediately after the close of the bidding.

Terms of Sale: The Mortgaged Premises will be offered for sale to the highest qualified bidder. The auction shall be conducted in such a fashion as the auctioneer sees fit. In order to qualify to bid, any interested person must register to bid and at that time present to the Mortgagee, or its agent or auctioneer, cash or a certified check or other check acceptable to the Mortgagee, in the amount of \$10,000.00. The checks of all unsuccessful bidders will be returned at the conclusion of the public auction. The check and the funds represented thereby of the successful bidder accepted by the Mortgagee shall become a non-refundable deposit on such successful bidder's purchase. The successful bidder shall be required to (i) execute a Memorandum of Foreclosure Sale immediately after the close of the bidding, and (ii) within ten (10) business days of the sale, increase the deposit to an amount equal to ten percent (10%) of the purchase price, such additional deposit to be in the form of cash or a certified or other check acceptable to Mortgagee. The balance of the purchase price must be paid in full by the successful bidder or its designee in cash or certified check or other check acceptable to the Mortgagee within thirty (30) days of the date of sale, time being of the essence. If the successful bidder fails to complete the purchase of the Mortgaged Premises or the Personal Property, the Mortgagee may, at its option, retain the deposit as liquidated damages. The Mortgagee reserves the right to solicit separate or combined bids on the Mortgaged Premises, the Personal Property and any other property securing the underlying indebtedness by announcement made prior to or at the sale. Any portion of the Mortgaged Premises or the Personal Property not sold at the public auction shall be and remain subject to the lien of the Mortgage, notwithstanding the sale of any portion of the Mortgaged Premises or the Personal Property. Other terms may be announced at the sale.

Reservation of Rights: The Mortgagee further reserves the right to (i) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (ii) bid on and purchase the Mortgaged Premises at the foreclosure sale; (iii) make multiple and successive bids on its own behalf during the sale; (iv) refuse to qualify a prospective bidder to bid and to refuse to accept the bid of a bidder the Mortgagee, in its sole discretion, deems unacceptable; (v) reject any and all bids for the Mortgaged Premises; (vi) sell the Mortgaged Premises to the second highest bidder without reopening the auction in the event the successful bidder fails to execute the Memorandum of Foreclosure Sale or fails to close this transaction by the date specified in this Notice and the Memorandum of Foreclosure Sale; (vii) dispense with the reading of this Notice if prior to the commencement of sale, each registered bidder is provided with a true and complete copy of this Notice for examination by hand or by conspicuous posting; and (viii) amend or alter the terms of

sale stated in this Notice by oral or written announcement made at any time before or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, having an address of 45 Exeter Road, P.O. Box 400, Epping, NH 03042, whose telephone number is (603) 734-4348.

Dated at Manchester, New Hampshire, this 27th day of August, 2018.

By its Attorneys,
NIXON PEABODY LLP

By: 

Mark E. Beaudoin, Esq.
900 Elm Street
Manchester, NH 03101-2031
(603) 628-4025

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BELKNAP, STATE OF NEW HAMPSHIRE, AND IS DESCRIBED AS FOLLOWS: BEGINNING ON SAID STREET AT THE NORTHWEST CORNER OF LAND OF MICHAEL SULLIVAN; THENCE RUNNING NORTHERLY ON SAID STREET FIVE RODS TO THE NORTHWESTERLY CORNER OF LAND OF JENNIE CLARK; WIDOW OF THE LATE GEORGE CLARK; THENCE EASTERLY ON SAID CLARK LAND TO LAND OF THE BOSTON AND MAINE RAILROAD; THENCE SOUTHERLY ON SAID RAILROAD LAND TO THE NORTHEASTERLY CORNER OF LAND OF MICHAEL SULLIVAN, AFOREMENTIONED; THENCE WESTERLY ON SAID SULLIVAN LAND TO THE STREET AFOREMENTIONED, AT THE POINT BEGUN AT.

Property Address: 101 MESSER ST, LACONIA, NH 03246

Parcel ID: 412-158-53

Client Code: 40447